

3-221A054

Union Pacific Corporation



9606-B
AUG 1 1993 1:35 PM
FEDERAL EXPRESS

Jack E. Jerrett
Senior Corporate Attorney

August 4, 1993

FEDERAL EXPRESS

Sidney L. Strickland
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, DC 20423

AUG 9 1 32 PM '93
MOTOR OPERATING UNIT

**Re: Missouri Pacific Railroad Conditional
Sale Agreement dated as of August 1, 1978**

Dear Mr. Strickland:

Enclosed please find an original and three counterparts of the document described below, which are to be filed and recorded pursuant to 49 U.S.C. §11303.

The document is a Bill of Sale and Declaration of Payment, dated as of August 2, 1993, executed by Mercantile Bank of St. Louis National Association, as Assignee of the Manufacturer under the above-captioned Conditional Sale Agreement, consenting that the record of its title to the equipment covered by such Conditional Sale Agreement be cancelled and discharged. The Conditional Sale Agreement is recorded under Recordation No. 9606.

I have enclosed a fee of \$16. Please return to me one stamped counterpart of the Bill of Sale and Declaration of Payment and any additional counterparts which you do not need for recordation. Kindly acknowledge your receipt of this letter and its enclosures by stamping and returning to me the extra copy of this letter which I have enclosed.

Sincerely,

JEJ:ccm
Enclosures
cc: Robert E. Bartos
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Interstate Commerce Commission
Washington, D.C. 20423

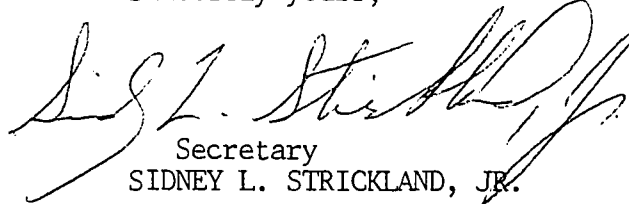
OFFICE OF THE SECRETARY

Jack E. Jerrett
Union Pacific Corporation
Martin Tower, 8th & Eaton Aves.
Bethlehem, PA. 18018

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on 8/9/93 at 1:35PM, and assigned
recordation number(s). 9606-B.

Sincerely yours,


Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

214.14

9606-~~00~~BT

BILL OF SALE
AND
DECLARATION OF PAYMENT

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, the Missouri Pacific Railroad Company, a Delaware corporation (the "Company"), and General Motors Corporation (Electro-Motive Division) (the "Manufacturer"), entered into a Conditional Sale Agreement, dated as of August 1, 1978 (the "CSA"), which was filed and recorded pursuant to 49 U.S.C. §11303 on July 28, 1978 and assigned Recordation No. 9606; and

WHEREAS, the CSA provided for the conditional sale and delivery by the Manufacturer and the purchase by the Company of the railroad equipment described in Schedule A hereto (the "Equipment"); and

WHEREAS, the Company agreed to pay the purchase price of the Equipment, including interest, in the manner prescribed in the CSA (the "CSA Indebtedness"); and

WHEREAS, pursuant to an Agreement and Assignment, dated as of August 1, 1978, the Manufacturer assigned all of its interest in the Equipment and certain rights under the CSA (including the right to receive payment of the CSA Indebtedness) to Mercantile Bank of St. Louis National Association (formerly known as Mercantile Trust Company N.A.), a national banking association organized under the laws of the United States ("Mercantile");

WHEREAS, on August 2, 1993 the Company made the final payment due under the CSA in respect of the CSA Indebtedness; and

WHEREAS, the Company has paid Mercantile the full aggregate purchase price

for all the Equipment, together with interest, and any and all other payments as provided in the CSA, and the Company represents and warrants that it has performed all the covenants and conditions contained in the CSA;

NOW, THEREFORE, Mercantile does hereby declare and acknowledge that to the best of its knowledge and belief and based on the foregoing, all the terms and conditions stipulated in the CSA have been fully performed and that all monies payable thereunder have been fully paid.

WHEREUPON, Mercantile does hereby grant, bargain, sell and convey unto the Company, without recourse in any event, in any contingency or for any cause, all right, title and interest of Mercantile in and to the Equipment free and clear of all claims, liens, security interests and other encumbrances created in or retained by Mercantile under the CSA, it being understood that Mercantile makes no other covenants of title, representations or warranties, expressed or implied, in law or in equity, with respect to any other liens or with respect to any other matters relating to the Equipment, including without limitation the existence of such Equipment, that the Equipment has not been previously leased under the CSA or that the Equipment has not suffered a Casualty Occurrence (as defined in the CSA).

TO HAVE AND TO HOLD all and singular the Equipment unto the Company, its successors and assigns forever.

IN WITNESS WHEREOF, Mercantile has caused this instrument to be executed
by its officers thereunto duly authorized this 2nd day of August, 1993.

MERCANTILE BANK OF ST. LOUIS
NATIONAL ASSOCIATION

By: W. A. Johnson
Name: W. A. JOHNSON
Title: VICE PRESIDENT

Attest
B. Krippner
B. Krippner
Asst. Secretary

STATE OF
COUNTY OF

)
) ss:
)

On this 2nd day of August, 1993, before me personally appeared WA Johnson, to me personally known, who being by me duly sworn, said that he or she is Vice President of Mercantile Bank of St. Louis National Association, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that he or she is authorized to execute the foregoing instrument on behalf of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Grace Hunter
Notary Public

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CONDITIONAL SALE AGREEMENT DATED AUGUST 1, 1978
DESCRIPTION OF EQUIPMENT AS OF JUNE 30, 1993

3000 HP LOCOMOTIVES

UP4216--UP4236, Inclusive

UP4252--UP4263, Inclusive